

Binding Real Estate Listing Contract

Date/Time: _____

In consideration of your agreement to list the property for sale and/or lease and to use your efforts to find a purchaser and/or tenant, I hereby grant you the exclusive right until _____, _____, at _____ a.m./p.m. (eastern standard time) to sell and/or lease my property located at _____ for the sale price/rental of \$_____ on the following terms (or such other prices, terms or conditions to which I may agree). If said property or any part thereof is sold or leased before the expiration of this agreement by me or any other person, I agree to pay you a commission of _____%, or if sold or leased by me within _____ after such expiration to any person with whom you or I have had negotiations during the period of this listing, I agree to pay you a commission due as herein set forth. If property is sold I will convey by deed of general warranty a marketable, fee simple title, to the property such as any title company will insure, except easements and restrictions of record, and will pay you a commission of _____% of gross sales price at the time of closing. If the property is leased, I will pay you a commission of _____% all gross rentals due during the entire term and all, renewal options, expansions or renegotiations including percentage rentals called for in lease, payable as follows: upon contract signing. This listing is offered without respect to race, creed, color, sex, familial status, disability or national origin. It is agreed that the property will be listed for sale and/or lease on any internet listing service deemed appropriate by broker. The following information is submitted for this purpose and for any other use you deem necessary.

Building Name:	Area:	
Address:	Map #	
City:	County:	Zip:
Directions:		
Block: 0	Lot: 0	Deed Book: _____ Page Number: _____
City Tax Rate: _____	State/County Tax: _____	Other Taxes: _____

Listing Office #	Name: _____	Phone: _____
Listing Agent #	Name: _____	Phone: _____
Owner Name:		
List Date:	Expiration Date:	
Commission to Cooperating Agent:		
Electronic Advertisement:		
Commission Paid on Renewal: Y		
How/When Commission Paid: In Full @ Closing. Leases & Renewals shall be paid upon contract signing.		

Transaction Type: Sale () Lease () or Both () If Lease or Both, are these items paid for by:	Tenant	Landlord
Sales Price:	Building Insurance	
Lease Rate/Sq. Ft.	Real Estate Taxes	
Monthly Lease Amount:	Interior Maintenance	
Pref. Length Lease:	Exterior Maintenance (Bldg.)	
Escalation: Y	Exterior Maintenance (Grounds)	
Percentage Rent:	Utilities	
	Other (see remarks)	

Total SqFt Listed	#Elevators:	Existing Zoning:
Divisible:	#Restrooms:	Enterprise Zone:
Space Dimensions:	Sq Ft Existing Office:	#Parking Spaces:
Total SqFt Bldg:	A/C:	# of Curb Cuts:
Multi-tenant:	#Docks:	Lot Frontage:
Ceiling Height:	#Drive-in Doors:	Lot Dimensions:
Age:	Drive-in Door Size:	Approximate Acres:
# Floors:	Sprinkler:	Floodplain:
Environmental Report Available:		

Heat Type	Floor Type	Construction	Lighting	Utilities	Topography	Property Style

Other Improvement Remarks:
Property Remarks:

Owners' Initials: _____ I acknowledge that pursuant to this agreement you will be acting in the capacity of a seller's agent. I further acknowledge that the listing agent or other sales agents in your office may have a potential purchaser or tenant who would be interested in purchasing or leasing my property with the assistance of such sales associates. In this event, you may serve as a dual agent for me and such potential purchaser or tenant, notwithstanding the fact that the commission will be paid by me, and I will indemnify and hold harmless you, your sales, associates and participants of MLS from any liability, damages, costs, fees and expenses resulting from you acting as a dual agent for me and such potential purchaser or tenant.

Owners' Initials: _____ Owner warrants the accuracy of the listing information furnished herein with respect to the above described property and agrees to hold the Broker harmless from any liability arising out of incorrect or undisclosed information. Owner agrees to notify Broker within seven days of any material changes in the above information. You are hereby authorized to post a "For Sale or "For Lease" sign on the described property, and exhibit the property to any prospective purchaser or tenant. Upon sale or lease, you may disclose all information, including selling price or lease terms to anyone.

Owner **Date/Time**

Agent **Date/Time**

Broker Acceptance Date/Time